

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In Regard to the Matter of the Conciliation Between:

LOCAL GOVERNMENTS IN COOPERATION) 95-MED-10-0983
)
 -AND-)
)
OHIO PATROLMEN'S BENEVOLENT)
ASSOCIATION)

APPEARANCES

For the Cooperation

Robert J. Tscholl, Esq., Attorney
Ted Heck L.O.G.I.C.
 Management Team

For the Association

Nicholas Codrea O.P.B.A. Staff
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BEFORE ALAN MILES RUBEN, CONCILIATOR

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BACKGROUND

The Employer, Local Governments in Cooperation, (LOGIC) is an organization created to provide fire, police and "911" emergency dispatching services for Jackson Township, the City of Massillon and some six other jurisdictions, as well as for other governmental units on a contract basis. LOGIC's eight full-time Communications Officers ("Dispatchers") are exclusively represented for collective bargaining purposes by the Ohio Patrolmen's Benevolent Association. LOGIC and the Union had been parties to two Collective Bargaining Agreements, the last of which expired on December 31, 1995.

After the parties reached impasse in negotiations for a successor Agreement, the parties proceeded on January 8, 1996 to Fact-Finding on a total of nine unresolved issues.

The Fact-Finder's recommendations were not accepted by the parties, and a Conciliation Order was issued on February 20, 1996. The undersigned was appointed Conciliator as of February 27, 1996, by the State Employment Relations Board to resolve, after hearing, "the dispute between the parties by selecting, on an issue-by-issue basis, from between each of the party's final settlement offers."

Prior to the date of the Conciliation hearing the parties resolved four of the nine issues which had presented to the fact-finder as follows:

- I. Article XIV - Seniority
Section 5 - Shift Selection

The Union's demand for shift selection by seniority was withdrawn.

II. Article XXI - Vacation

The Employer accepted the Union proposal to add a third week of vacation after five years of service. This increase in benefit, of course, represents an additional cost to the Employer and must be considered in conjunction with wage and other issues as part of the total economic package presented by the Employer.

III. Article XXIV - Sick Leave Bonus

The Employer accepted the Union proposal to increase the schedule of sick leave bonuses to provide a bonus of \$300.00 to employees who use eight hours or less of sick leave, \$200.00 to employees who use nine, but not more than eighteen, hours of sick leave and a bonus of \$100.00 to employees who use at least nineteen hours, but not more than twenty-four, hours of sick leave.

IV. Article XXX - Longevity

Both parties accepted the recommendation of the Fact-Finder for additional longevity pay. Employees who have completed two years of continuous service will receive a payment of \$140.00. Employees completing three or more years of service will receive an additional \$70.00 for each additional year of continuous service.

This increase in benefit level must also be considered by the Conciliator as part of the Employer's economic package.

At the direction of the parties, the Conciliation hearing was scheduled for April 1, 1996, at the Jackson Township offices, to consider the parties' final offers on the remaining five issues.

Both parties submitted the statements required by O.R.C. Section 4117 (G)(3) and O.A.C. Section 4117-9-06 (E) setting forth, inter alia, their respective positions. These were supplemented at the hearing by documentary submissions of comparative wage data as compiled by SERB, budgetary information and health insurance costs analyses.

The Conciliator will consider below the proposals and positions of the parties, and the recommendations of the Fact-Finder on each of the five issues and make his Award seriatim. In keeping with his statutory obligation, the Conciliator has carefully considered the factors enumerated in O.R.C. Section 4117.14 (G)(7).

1. Article XVII, Section 2 - Training Officer - (New provision proposed by Union).

The Union proposes the addition of a new Section 2 to Article XVII of the expired Contract to read as follows:

"Employees assigned as a Training Officer will be compensated at a premium of \$.50 per hour for all hours they are assigned to train and/or retrain other employees."

The Union maintains that employees who are assigned to train new hires, or retrain existing members of the staff, experience an increase in work load and responsibility for which they are entitled to be compensated. The cost of the

proposal is estimated at \$500.00 a year based on an expected 1,000 hours of training annually.

The Employer rejects the Union's demand arguing that the obligation to assist in training other employees is part of the job of all employees, and represents no additional responsibility or work load increase. On the contrary, the Employer maintains that personnel assigned to training have their work loads adjusted appropriately, and the training of personnel and the observance and correction of the trainees' performance does not entail any special trainer requirements.

The Fact-Finder recommended against the adoption of the Union's proposal for want of evidence that the training process justifies additional compensation, or that any relevant jurisdiction had provided a higher hourly rate for time spent in training new Dispatchers.

Considering the evidence presented, the Conciliator agrees with the Fact-Finder and rejects the Union's final offer on this issue, and Awards the Employer's proposal to maintain the status quo.

2. Article XXII - Personal Days

Article XXII of the expired Contract provides as follows:

"An employee with more than one year in the unit may use one day of accumulated sick leave in each ensuing calendar year as a personal day of leave. Advance scheduling of personal days shall be subject to the approval of the employer based on operational necessities, such approval not to be unreasonably withheld. An employee with more than one year in the unit may use one other day of accumulated sick leave in

each ensuing calendar year as a personal day of leave provided the leave does not create overtime costs for the Employer. The employee shall notify the employer at least seven days in advance of such leave except in cases of personal or family emergency, in which case the employee shall notify the employer as far in advance of his scheduled shift as possible."

The Union proposes to decouple personal day utilization from sick leave and amend this provision to read as follows:

"An employee is entitled to two (2) personal days of leave per year with the approval of the shift supervisor. The employee shall notify the Employer at least seven (7) days in advance of such leave except in cases of personal or family emergency, in which case the employee shall notify the Employer as far in advance in his/her scheduled shift as possible."

In support of its proposal the Union submits that this provision is found in the Jackson Township Police Agreement and that the Fire Fighters in Massillon receive twelve paid holidays. The estimated annual cost of the proposal is \$900.00.

The Employer rejects the Union's proposal contending that Bargaining Unit members currently enjoy twelve holiday and personal days in addition to vacation time, and that the total amount of their paid time-off exceeds that available to most private sector employees.

The Fact-Finder recommended that the Union's demand be denied. He noted that LOGIC employees receive fifteen days of paid sick leave each year, and that in three of the six comparable jurisdictions in Stark County, personal days are deducted from sick leave and in one of the remaining

jurisdictions employees receive a personal day in lieu of a paid holiday. Although acknowledging that the Jackson Township Police Officers may take two personal days without reducing their sick leave entitlements, the Fact-Finder found this to be an exceptional practice. Jackson Township Fire-Fighters receive no such benefit, and the two personal days available to Massillon Police Officers are deducted from accumulated sick leave.

The Conciliator agrees with the Fact-Finder that there is no need to allow personal days to be taken without a corresponding reduction in the sick leave "bank." There is no evidence that Dispatchers in comparable communities receive any more time-off than that presently enjoyed by LOGIC employees. And, the Union's claim of "internal equity" based upon the Jackson Township Police entitlement is misplaced. That Contract provision is not only atypical, but none of the other terms of that Agreement have been cited as a basis for comparison.

The Conciliator therefore rejects the Union's final offer on this issue, and instead Awards the Employer's proposal to maintain the status quo.

3. Article XXIV - Shift Differential

The expired Contract establishes shift differentials of \$.25 for second shift assignments, (2:30 p.m.-10:30 p.m.), and \$.35 per hour for third shift assignments, (10:30 p.m.-6:30 a.m.).

The Union proposes to increase the second shift differential to \$.35, and the third shift differential to \$.50.

The Union points out that police respond to more calls during the second shift than on the third shift, and this increase in activity should be reflected in a higher differential for that shift. Further, since the night shift is the least favored shift, because, among other reasons, it upsets an employee's "circadian rhythm," the third shift differential over the day shift ought also to be more substantial. The Employer projected additional annual cost for this proposal is \$625.00.

The Employer rejected the Union's demand, arguing that there is no evidence that present differentials do not fairly and adequately compensate employees who work at other than the normal day time working hours.

The Fact-Finder recommended rejection of Union's proposal, finding that three of the six comparable jurisdictions have no shift differentials at all and the average shift differential of the remaining units is less than that currently provided by LOGIC.

The Conciliator does not find anything in the evidence presented to him which would cause him to disagree with the analysis of the Fact-Finder." The Conciliator therefore rejects the Union's final offer on this issue, and Awards the Employer's proposal to maintain the status quo.

4. Article XXXIII - Health Insurance

The expired Contract provided for hospital/surgical, major medical, dental, vision and prescription drug insurance benefits, all financed entirely by the Employer. The major medical insurance, however, was subject to a deductible of \$100.00 for individual coverage or \$200.00 for family coverage, and a 20% co-pay obligation up to a maximum of \$2,000.00. The prescription drug benefit was subject to a deductible of \$1.00 per prescription.

The Employer initially proposed to double the existing deductibles and require a contribution of \$125.00 per year towards the cost of single coverage and \$250.00 per year towards the cost of family coverage. It also sought authority to change the administration of the benefit plan.

The Union proposed that the health insurance program be continued for calendar year 1996, subject to a "reopener" for 1997 should the Employer show that the cost of the insurance increased by 8% or more during 1996. It also proposed to include in the Contract a statement expressing the intent of the parties to provide LOGIC employees with health care coverages at all times equal to those provided to Jackson Township's Police and Fire Department personnel. By way of concession, the Union offered to increase the co-pay for name-brand prescription drugs to \$5.00 where a generic equivalent was available, and \$2.00 for generic drugs, drugs ordered through the mail, and name-brand drugs where no generics were available.

The Fact-Finder recommended adoption of the Union's proposal regarding the deductibles for prescription drugs. However, he did not recommend the Union's proposal to equilibrate the health insurance coverage of Dispatchers with that of the Jackson Township Police Department. Even though the Dispatchers were once covered under the Township's program, he found no reason to require them to remain tied to it. The Township is only one of the jurisdictions which are members of LOGIC, and there could be no assurance that future changes in its health insurance program would be desirable for the Dispatchers. On the other hand, the Fact-Finder did not recommend adoption of the Employer's proposal that employees pay a share of the insurance premiums and also be subject to higher deductibles for major medical coverage. Instead, he recommended that for 1996 the deductible for single person coverage under the major medical portion of the insurance be increased from \$100.00 to \$150.00, and the deductible for family coverage be increased from \$200.00 to \$300.00, but that premiums continue to be paid entirely by the Employer. For 1997 he recommended that the Contract be reopened for renegotiation of the health insurance provision.

At the Conciliation hearing the parties amended their respective proposals and agreed to the entry of the following Award:

"Article XXXII - Health Insurance

"The hospitalization coverage, major medical, dental, vision and prescription

drug insurance coverage and benefits in effect as of December 31, 1995, shall be maintained for the calendar year 1996, except that, effective January 1, 1996, the deductible for major medical benefits shall be \$150.00 for single coverage and \$300.00 for family coverage. Effective May 1, 1996, the deductible for prescription drugs shall be \$1.00 for generic prescription drugs, \$1.00 for name brand drugs when no generic equivalent is available, \$1.00 for prescription drugs ordered through a mail order provider, and \$5.00 for name brand drugs for which a generic equivalent is available.

"The Contract shall be reopened as of January 1, 1997, for the purpose of bargaining over health insurance. Negotiations shall be subject to Section 4117 of the Ohio Revised Code. The Employer agrees to undertake and complete, timely in advance of January 1, 1997, a search for a more cost effective program or provider and opportunities for joining an appropriate group health insurance plan. To assist in this undertaking the Employer will promptly convene a Health Insurance Review Committee consisting of a representative of Management designated by the LOGIC Board, the LOGIC's Bookkeeper and the President of the Union or the President's designee."

The Conciliator therefore Awards this jointly submitted final offer.

5. Article XVII, Section 1 - Wages

Article XVII of the expired Contract provides:

"Effective January 1, 1995, each employee shall receive an annual base salary as follows:

Starting salary for full-time employees	\$17,620.
After one year of full-time employment with LOGIC for communication officer	\$21,465.
After one year of full-time employment with LOGIC for supervisor	\$22,780.

The Union initially proposed an increase of 4% retroactive to January 1, 1996, an additional 4% increase effective January 1, 1997 and a third 4% increase effective January 1, 1998.

The Employer offered an increase of 4%, retroactive to January 1, 1996, an additional 3% effective January 1, 1997, and a final 3% increment effective January 1, 1998.

The Employer suggests that the 1% difference between the Union's proposal and the Employer's proposal for the last two years of the Contract would result in a total additional cost of some \$4,500.00.

The Fact-Finder concluded that the most important factor to consider was how the total compensation of LOGIC Dispatchers compared with that of other similarly situated units in Stark County. As of January 1, 1995, taking into account the fact that the average seniority of the LOGIC Dispatchers was approximately five years, the Fact-Finder calculated the comparable compensation levels of all the jurisdictions enumerated by the parties to be as follows:

<u>JURISDICTION</u>	<u>SALARY</u>	<u>LONGEVITY</u>	<u>SHIFT DIFFERENTIAL</u>	<u>TOTAL</u>
Canton	\$23,584*	\$225	\$339	\$24,148*
Louisville	22,624	0	347	22,624
North Canton	23,400**	250	520	24,170**
Perry	21,275	0	0	21,275
Plain	15,660	0	0	15,660
Sheriff	21,403	0	0	21,403
LOGIC	21,465	180	416	22,061
Average				21,547
Average (Excluding Plain)				22,724

* Includes Employer payment of employee retirement contribution.

** Does not include \$9.62 bonus.

Plain was excluded from the computation, inter alia, because its employees are not represented by a Union.

Since the Employer did not claim that it was unable to pay the Union's demand, and that at least some of the jurisdictions included in LOGIC enjoy healthy, growing economies, the Fact-Finder concluded that LOGIC Dispatchers were entitled to receive the same increase as employees in other jurisdictions, and an additional sum "to help close the gap in compensation between Dispatchers in the Bargaining Unit and Dispatchers in other jurisdictions."

Based upon data received from SERB, the Fact-Finder found that increases for Dispatcher Units in the Stark County jurisdictions were as follows:

Canton	2.8%
Louisville	?
North Canton	2.8%
Perry	3.0%*
Plain	?
Sheriff	?

*Tentative agreement reported by Union.

He also found that the 1996 state-wide average increases for police departments was 3.65% and 3.56% for sheriff departments. He further noted that the average wage recommendation by Fact-Finders made during the third quarter of 1995 was 3.19%.

Taking into consideration the Employer's concessions in reducing the service needed to qualify for three weeks of

vacation, and increasing the sick leave bonus and the longevity payments, the Fact-Finder recommended that the salaries be increased by 4% effective in 1996, 3% effective in 1997 and 3% effective in 1998.

At the Conciliation hearing, both the Employer and the Union advised the Conciliator that they had agreed and stipulated that any wage increase for 1996 be retroactive to January 1st.

The Union amended its final offer to propose a 4% increase for 1996, a 3.5% increase for 1997 and wage reopener effective as of January 1, 1998.

In furtherance of its proposal the Union presented revised information on the compensation of Dispatcher Units in the Stark County Sheriff's Department, and in the four communities which it argued were comparable, as follows:

"STARK COUNTY DISPATCHERS WITH FIVE YEARS SENIORITY:

<u>JURISDICTION</u>	<u>SALARY</u>	<u>LONGEVITY</u>	<u>SHIFT</u>	<u>TOTAL</u>
<u>LOGIC</u>	<u>\$21,465</u>	<u>\$180</u>	<u>\$416</u>	<u>\$22,061</u>
Canton*	23,584	225	339	24,148
Louisville	22,624	0	347	22,971
North Canton**	24,362	250	520	25,132
Perry	21,275	0	0	21,275
Sheriff	22,984	0	0	22,984
AVERAGE (EXCLUDING LOGIC)				23,302

* Includes PERS pickup via fringe benefit for Canton

** Includes \$962 annual bonus for North Canton

The Employer sought to add the communities of Minerva and Alliance to the array, both of which pay their Dispatchers less than LOGIC does.

In developing comparative wage surveys it is common for the parties to disagree as to what units are appropriate for inclusion. The Employer typically prefers to select the smaller, less affluent jurisdictions while the Union typically seeks to include more urbanized communities having greater tax bases.

In the present context, it appears that the parties had agreed during the negotiation of the two previous Contracts and up through the present Fact-Finding process that five governmental units in Stark County are substantially similar to the LOGIC group so as to form an appropriate basis for comparison. These are the Stark County Sheriff and the communities of Canton, Louisville, North Canton and Perry.

The Conciliator therefore finds that it is consistent with the parties own determination, and otherwise appropriate to limit the comparison of compensation of the LOGIC employees to that of the Dispatchers in these five units, and therefore declines to add to the list the communities of Alliance and Minerva as the Employer proposes.

Both parties accept the Fact-Finder's recommendation of a 4% increase for 1996, but disagree over the increase in each of the last two years of the pending Contract.

Projections as to what compensation will be made available in the comparable communities in 1997 and 1998 outrun the data available.

The City of Louisville's new Contract provides for increases of 3.5% for calendar years 1997 and 1998, while that

LOGIC for communication officer \$22,324.

After one year of full-time employment with
LOGIC for supervisor \$23,691.

"Effective January 1, 1997, each employee shall receive an annual base salary as follows:

Starting salary for full-time employees \$18,966.

After one year of full-time employment with
LOGIC for communication officer \$23,105.

After one year of full-time employment with
LOGIC for supervisor \$24,520.

"The Contract shall be reopened as of January 1, 1998 for the purpose of bargaining over wages. Negotiations shall be subject to Section 4117 of the Ohio Revised Code."

AWARD signed, dated and issued at Cleveland, Ohio this

11th day of April, 1996.


Alan Miles Ruben
Conciliator

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